



GE Industry Sales & Services Quotation for Services

GEISS Form 487(C)

(503) 221-5092

QUOTATION NO. 101-89-049
DATE February 8, 1989

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if GE elects to perform the services covered by the quotation in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

To Mr. Marvin Nudleman Type of Service
Address S.J. Nudleman & Son Scrap Metal ☐ Complete Installation/Maintenance/Construction
2707 N W Nela St. ☐ Field Engineering Service
Portland, OR 97229 ☐ Job Management Service
☐ Training Service
☒ Engineering Study/Inspection/Test
☒ PCB Service

Work Description, Completion, Price - GE Industry Sales & Services (GE) agrees as follows:

GE Industry Sales and Services is pleased to offer the following proposal for removal and disposal of the PCB item(s) located at: 2707 N W Nela St - Portland, OR 97210.

GE will remove the PCB material described in Paragraph 4.0, Existing Equipment, and dispose of it in a manner fully compliant with all applicable EPA or other regulations.

Please review this offering as a complete solution to your disposal needs, keeping in mind that it is extremely important to owners of PCB materials for the PCB services contractor to provide meaningful indemnification against future liability. Such indemnification is only as valid as the financial resources of the offerer.

This Quotation is for a contract to be performed by GE Industry Sales and Services and is subject to the Conditions of Sale, GEISS Form 487(CS) attached.

GENERAL ELECTRIC COMPANY (GE)

By Fred W. Johnson
Fred W. Johnson
Title PCB SpecialistAddress 2535 N.W. 28th AvePortland, OR 97229

1. WORK SCOPE

Provide job management, labor, tools, materials, and equipment to dispose of (1) PCB Contaminated transformer by draining it in a decommissioning facility, and properly disposing of liquid and solids.

- 1.1. Servicing of transformer(s) at the PCB facility in accordance with Federal EPA regulations to include draining into approved drums.
- 1.2. Transportation of transformer(s) (empty) to an EPA licensed chemical waste landfill.
- 1.3. Disposal services for the transformer(s) and solid waste material at the EPA licensed chemical waste landfill.
- 1.4. Transportation of original PCB liquids to an EPA licensed destruction facility.
- 1.5. Disposal services for the original PCB liquids in the EPA licensed destruction facility.
- 1.6. Technical services to assist CUSTOMER in obtaining all required permits and preparing manifests for legal disposal of PCB liquids and solids.
- 1.7. Written confirmation of delivery of solid PCB material to an EPA licensed chemical waste landfill.
- 1.8. Written confirmation of delivery of liquid PCB material to an EPA licensed destruction facility.

2. WORK PERIOD

- 2.1. All work is to be performed during normal straight time working hours, 7:00 am to 3:30 pm, Monday through Friday, exclusive of holidays observed by GE. If the Customer requires work to be performed on an overtime basis, the premium portion of such overtime work, and other applicable costs such as travel and living expense, will be billable to the Customer in addition to the lump sum prices quoted elsewhere in this proposal. Billing for overtime work will be at the appropriate published hourly or daily rates in effect at the time such work is performed.



GE Industry
Sales & Services

General Electric Company
2535 NW 28th Avenue, Portland, OR 97210

February 9, 1989

Mr. Marvin Nudleman
S.J. Nudleman & Son
2707 N.W. Nela St.
Portland, OR 97210

SUBJECT: Transformer oil sample test results.

Mr. Nudleman,

Attached please find the test results of oil taken from
your transformer.

Sincerely,

Fred W. Johnson
PCB Specialist - N W Area



COFFEY LABORATORIES, INC.

4914 N.E. 122nd Ave.

Portland, OR 97230

Phone: (503) 254-1794

February 1, 1989
Log #H890127-M
P.O.#21649

General Electric Company
PCB Facility
2535 NW 28th
Portland, OR 97210
Attention: Fred Johnson

Samples Received: 01/27/89

Analysis Requested: Polychlorinated Biphenyls

SAMPLE ID	PCB (mg/kg)	AROCOR
21649	124	1260

Detection Limit: 1 mg/kg

Analysis Date: 01/30/89

Analyzed by capillary GC/ECD and comparison with standard solutions.

Sincerely,

Victor A. Perry,
Quality Assurance

Sincerely,

Susan M. Coffey,
President

SMC/lws

This report is for the sole and exclusive use of the client. Samples are retained a maximum of 15 days from the report date, or until the maximum holding time expires.

c.c. file
Fred Johnson



1-800-200-0457
P.O. Box 33585 Portland, OR 97292
info@mrp-services.com
OR CCB# 106824 / Wash. Lic# METRORP044KW

INVOICE:

BILLING NAME: S.J. NUDELMAN & SON INC.

084294

JOB NAME:

DATE: 6/7/17

JOB ADDRESS: 2707 NW NELA ST.

CITY/STATE: PORTLAND OR 97210

PHONE:

CONTACT: STAN

TECH: M158

DESCRIPTION OF WORK:

ASPER REQUEST, CALLED BY STAN NUDELMAN
TO CLEAN A BLACK TOP PARKING AREA
WITH SPILED INK ON SURFACE, VACUUMED
2 SURROUNDING PARKING LOT DRAINS AND
HYDRO-JET STORM LINES UP TO MANHOLE.

ALL PRODUCT DISPOSED OF AT A APPROVED
LAND FILL. INSTALLED 2 EA. CATCH BASIN
INSERTS

MATERIALS

WASTE WATER 1500 GAL. 285.00

DISPOSAL: MRP 1 YARD 80.50

PPE:

PRODUCT:

ADDITIONAL LINES:

TOTAL A: 371.50

MRP 11 1/2 OPERATOR VHL @ 145.00 580.00

LAUNDRY VHL @ 69.95 279.80

HYDRO-JETTER 164.95

2 CATCH BASIN INSERTS 170.00

EQUIPMENT

TERMS: DUE UPON COMPLETION

TECH#

HOURS

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS
OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY
EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS
MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL
HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD
HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

AUTHORIZED SIGNATURE

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE
RECEIPT OF MY COPY. I HAVE READ THE FRONT AND BACK OF THIS CONTRACT
AND UNDERSTAND ITS CONDITIONS.

[Signature]

DATE

TOTAL A: 371.50

TOTAL B: 1194.75

FUEL
SURCHARGE:

TRUCK
CHARGE: 20.00

TAX:

TOTAL
AMOUNT DUE: 1560.25

CUSTOMER P.O.:

HOW PAID: B.M.

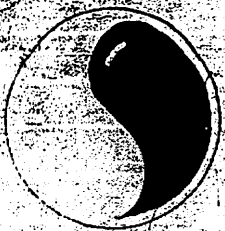
WARRANTY: N/A

SECONDMAN #: M220

ORIGINAL - WHITE

BILLING - BLUE

CUSTOMER - CANARY



Spencer, Inc.

COPELAND, LANDYE,
DENNETT AND WOLF

MAR 15 1993

Mailing Address 914 S. Molalla Ave Suite 202

Portland, OR 97045 (503) 655-0890

March 4, 1993

Marvin Nudelman
2707 NW Nela St
Portland, OR 97210

RE: Decommissioning of two underground storage tanks per EPA and DEQ guidelines. The tank sizes are; one 1,000 gallon gasoline and one 1,500 gallon diesel.

Dear Marvin:

Spencer Inc. is pleased to submit to you for your consideration a bid estimate for the aforementioned tanks.

The estimate and outline of work to be performed are as defined on the attached letter. Should you have any question or require additional information, please do not hesitate to give me a call.

Sincerely,

Gary Renforth
Level II Supervisor

Enclosures

GR/lm

*CIGNA
Needs -
Mike Gibson*

Bid Proposal is based on the following marked items:

- 224-0155
- (x) Transferring of liquid petroleum product.
 - (x) Liquid rinseate from tank washings for disposal.
 - (x) All permits and applications.
 - (x) Soil analysis. HCID x Waste Oil BTX
 - () Concrete pad over the tanks being inches or less in thickness.
 - (x) No pads or girdles over the tanks(s).
 - (x) Picture documentation.
 - (x) Receipts from recyclers.
 - (x) A finished report of decommissioning.
 - (x) Notifying Fire Marshal and obtaining permit.
 - (x) All undergrade electricity/gas lines are clearly marked by the client prior to our arriving on the site.
 - () Overhead electrical lines (if any) are disconnected.
 - (x) Bid is based on tank being empty or at low suction upon on-site arrival of Spencer Inc.
 - (x) The product is a petroleum fraction and a non-hazardous material/waste.
 - () Excavations are repaved with asphalt concrete.
 - (x) Excavations are back-filled with sand.
 - (x) Tanks do not contain any sludges.
 - (x) Tank material is bare steel, i.e.; no protective coating.
 - () Easy access for removal of tanks.
 - () Tank material is fiberglass.
 - (x) Client designates one representative to act as agent for this project. Said agent approves back-filling of excavation within one working day after verbal notification of laboratory results on product concentrations in the soil are received. A delay in this approval would result in a standby charge for heavy equipment.
 - () Daily job logs will be filled out by Spencer Inc. Should the scope of work change after initiation, a change order will be developed. This would be approved by MARVIN.

BID ESTIMATE: \$4,510.00

David: You can't have a "Fresh release" of Halocarbons if tanks have been empty since before 1974! Marvin

4.2.2 Hydrocarbons in Ground Water

Diesel was found in both ground water samples: B-201/W1 had 40,000 ug/l, and the duplicates from B-202 had 12,000 and 15,000 ug/l. Mineral spirits also were detected in the ground water from B-201 (6800 ug/l). Mineral spirits may also be present in B-202, but the diesel in the B-202 sample precludes detection of concentrations of mineral spirits less than 2500 ug/l.

Gasoline was not identified in either of the ground water samples. However, the diesel present in the water raised the detection limit for gasoline to 600 ug/l.

4.2.3 Aromatic Compounds and Purgeable Halocarbons in Ground Water

The aromatic hydrocarbons benzene, toluene, ethylbenzene, and xylene were all present in the ground water sample from B-201, and traces of benzene and xylene also were detected in the sample from B-202 (Table 2). The relatively high proportion of light aromatics in B-201/W1 suggests a relatively fresh release (74 ug/l benzene, 5.2 ug/l toluene, 20 ug/l ethylbenzene, and 76 ug/l total xylene).

The concentrations of benzene (1.2 ug/l) and total xylene (0.8 ug/l) in B-202, are much less than in B-201/W1. Concentrations of the straight-chain diesel hydrocarbons are also much lower in B-202, however they are not lower by the same proportion as the aromatics. Boring B-202 was drilled 116 ft south of boring B-201 (Figure 6). In that distance the straight chains decrease to 40 percent of their concentration in B-201, but aromatics decrease to about 1 percent of their concentration in B-201.

No other aromatics or purgeable halocarbons were detected in the ground water samples. However, analyses for polynuclear aromatic hydrocarbons (PNAs) should find several of these compounds, which are present in diesel.

4.2.4 Inorganic Compounds in Ground Water

Both ground water samples were analyzed for heavy metals and Oregon primary and secondary drinking water standards (Table 1). Heavy metals concentrations are comparable to those found at Marathon. They are as follows (in mg/l):

David: They are saying release is more recent than 1979, way after tanks were Empty!

Mineral spirits are used as cleaning solvent and paint thinner. Consequently, any of the present or past manufacturing operations, the scrapyard, the paint supply or warehouses, truck terminals, or other vehicle service facilities could be source for mineral spirits.

However, there is a slightly shorter list of potential sources of the benzene, toluene, ethylbenzene, and xylene. BTEX are major components of gasoline, diesel and mineral spirits. However, they vaporize faster than the paraffins [2] that make the remainder of these products. A spill that contains a large amount of BTEX when new will contain progressively less as time passes. In the case of the City landfill, analyses of ground water found no toluene, ethylbenzene or xylene, and little or no benzene (section 3.4.1). This lack of aromatics prevails even in the areas of the old landfill where the fuel tanks, service areas and truck wash for the former truck terminal were located.

Aromatics (BTEX) occur together with the hydrocarbons identified as diesel and mineral spirits in the ground water from B-201. The presence of aromatics indicates that these products are not as old as the hydrocarbons from City landfill facility (1900--1948), or as old as those from the truck terminal (1950 - 1979). It appears more likely to us that the hydrocarbons in soil and ground water from boring B-201 originated from a nearby leaking UST, and/or nearby surface release or releases. An alternate explanation is that the diesel fraction of the contamination is old, and that the BTEX are associated with a fairly recent release of mineral spirits. Either explanation requires a relatively recent release of either of mineral spirit or mineral spirit and diesel.

After 1979

Neither aromatics (BTEX), diesel nor mineral spirits were found in the soil sample collected from 10 ft in B-201. The lack of hydrocarbons in the soil just above ground water contaminated by hydrocarbons eliminates the possibility that a surface spill near B-201 migrated downward to the ground water.

Aromatics migrate through unsaturated soils by vapor transport. Because of this, aromatics are generally present in soil near the source of a fuel spill, and concentrations drop off away from the source. The decline in concentration is generally slower beneath buildings and pavement, where loss to the atmosphere is retarded. The lack of aromatics in the soil in B-201 suggests to us that the hydrocarbons and aromatics in the ground water migrated from some distance from the point(s) of release to B-201 and B-202.

The nearest known potential sources are the Nudelman's scrapyard and the site building. The scrapyard had, and may still have two USTs, and is assumed to have used solvent (probably mineral spirits) to clean salvaged equipment. Some of the

NO

2. Paraffins, including cycloparaffins and branched paraffins.

SPENCER, INC.
UNDERGROUND STORAGE TANK SERVICES AGREEMENT

Agreement No. _____

SERVICE PROVIDER:

Spencer, Inc.
15770 South Beaver Glen Drive
Oregon City, Oregon 97045
Phone: (503) 655-0896
Telecopier: (503) 657-3395

CLIENT:

S.T. NUDELMAN & SON INC.
2707 N.W. NEHA STREET
PORTLAND, OR 97210

Spencer, Inc. ("Spencer") agrees to provide Services and Client agrees to purchase Services as follows:

1. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

1.1 Spencer will remove and properly dispose of the following underground storage tanks located at: 2707 N.W. NEHA STREET PORTLAND, OR

<u>DESCRIPTION</u>	<u>CAPACITY</u>	<u>CONTENTS</u>
<u>1,000 GALLON GASOLINE</u>	<u>1,000 GAL.</u>	<u>GASOLINE</u>
<u>1,500 GALLON DIESEL</u>	<u>1,500 GAL.</u>	<u>DIESEL</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ If this box is checked, the scope of services to be performed by Spencer is more particularly described in the Scope of Services attached to this Agreement.

1.2 Prior to removal of the tanks, Spencer will empty the tanks by removing liquids and sludges. Tank contents will be packaged in containers approved by the United States Department of Transportation and prepared for shipment. If necessary for proper characterization of tank contents for purposes of transportation or disposal, representative samples will be collected and analyzed.

ht
1.3 Following removal of the tanks, Spencer will visually examine the excavated areas for obvious signs of contamination and will collect and analyze soil samples in the vicinity of the tank or tanks as required by OAR 340-122-340 to -355.

1.4 If based on either visual observations or laboratory analysis, Spencer determines that a release of a hazardous substance has occurred in connection with the tanks, Spencer will notify Client, assist Client in notifying proper governmental authorities and make recommendations to the Client as to alternatives available to complete the project based on existing government regulations and guidelines. Following such notification, Spencer shall not be obligated to proceed with any remaining services until Client and Spencer agree to a change order pursuant to Section 6 describing how such tasks are to be completed in light of the hazardous substance release.

1.5 Spencer is required by Oregon law to report to the State Department of Environmental Quality the existence of any condition relating to an underground storage tank system that has or may result in a release to the environment. Client acknowledges this obligation and consents to such reporting by Spencer. Spencer will notify Client before making such a report to the State Department of Environmental Quality.

1.6 Spencer will transport contaminated material to a disposal facility selected by Client and authorized to accept such material. All disposal of such material shall be in the name of Client as the generator of the wastes.

1.7 Unless specifically provided in this agreement, the scope of services does not include backfill with structural fill or replacement or restoration of curbs, sidewalks, paving, landscaping or other improvements demolished, removed or damaged in the ordinary course of the excavation.

1.8 Upon the completion of the tasks described above or the earlier termination of this Agreement, Spencer will prepare a written report documenting the Services performed and including two copies of all laboratory analyses.

1.9 This scope of Services is based on the following assumptions: the tank descriptions, including the identification of tank contents, set forth in Section 1.1 are correct and complete; all information provided by the Client or its agents is correct and complete; excavation of the tanks is not restricted by above or below-ground structures or unusual geological conditions; and any additional assumptions set forth in attachments to this Agreement.

1.10 Performance of the Services commenced, or will commence, on APRIL 16, 1993, and will be diligently continued until completed.

2. COMPENSATION

2.1 Client shall compensate Spencer for the Services on the following basis (check basis of compensation):

- ☐ Time and expenses basis;
☒ Lump sum basis in the amount of \$ 4,100. (Describe services covered by the lump sum in Section 1.)

Invoicing and payment shall be in accordance with Section 5.

2.2 Within 10 days of the date of this Agreement, Client shall pay Spencer an advance payment of \$ 2,000.00. Spencer shall apply such funds on behalf of Client to the payment of charges under this Agreement as such charges become due or are incurred. At any time that the balance of the advance payment is less than \$ 0, Client shall, within 10 days of Spencer's request, make additional advance payments as necessary to restore the unused balance to \$ 0. If upon completion of the Services, the entire advance payment has not been applied to invoiced charges, Spencer shall refund the unused balance to Client. Client shall not be entitled to any interest on the advance payment. The advance payment amount is not an estimate of the total charges that may be incurred under this Agreement, and Client acknowledges that additional payments may be necessary.

3. SPECIAL PROVISIONS

WORK SHOULD BE COMPLETED BY MAY 27, 1993

Note: Attach Schedule of Rates and Charges if applicable.

GENERAL TERMS AND CONDITIONS
AGREEMENT NO. _____

"Agreement" means the attached pages setting forth through 3; these General Terms and Conditions; and any attachments, exhibits or schedules. "Services" means all the products provided or to be provided by Spencer within the services set forth in Section 1.

Invoices and Payment.

Spencer will invoice Client once per month. All invoices shall be due upon receipt by Client and shall be past due 30 days after the date of invoice. Spencer may assess Client a late-payment charge for any amount not paid within 30 days after the date of the invoice, such charge shall be equal to 1.5 percent per month (but not exceeding maximum allowable by law) of the unpaid amount from the date of the invoice until paid. Such late-payment charge shall be in addition to, and in lieu of, any other rights and remedies Spencer may have under applicable laws or this Agreement.

5.2 Where compensation is on a time and expenses basis, client agrees to pay Spencer as follows:

5.2.1 For personnel time equipment, and special services at Spencer's standard rates and charges as set out in the Schedule of Rates and Charges attached to this Agreement.

5.2.2 For all other expenses related to the Services, at Spencer's cost plus 15 percent. These expenses may include, without limitation: travel (including local travel), meals and lodging expenses; expenses for reproductions, deliveries, supplies, equipment rental, computer time, taxes and freight; and subcontractor charges, such as laboratory analysis, engineering, scientific consultation, excavation and other services.

5.3 Where compensation is on a lump sum basis, Client agrees to pay under the lump sum amount set out in Section 2 for the services identified in Section 1 as covered by the lump sum. Additional services found the lump sum services identified in Section 1 shall be compensated on a time and expenses basis.

5.4 Prior or contemporaneous written or oral estimates of the cost of the Services are superseded by this Agreement and shall not limit Client's obligation to pay for the Services pursuant to this Agreement.

Change Orders. If either party desires to change the scope of the Services or the performance schedule, the party desiring such a change shall submit a change order to the other party for approval pursuant to this clause. A change order shall describe the desired change and the reason for the change. Upon execution by, and delivery to, both parties of duplicate originals of the change order, it shall become an amendment to this Agreement. In circumstances when both parties desire to enter into a change order before a written change order can be prepared and executed, the parties may proceed on the basis of a verbal change order agreed to by both parties and confirmed in a writing signed by Spencer and Client at the earliest time practicable.

Term and Termination.

7.1 This Agreement shall commence on the date it is executed by both parties and shall continue in effect until the Services have been performed by both parties and all payments received, unless terminated earlier by either party, with or without cause, by providing seven days' written notice of such termination to the other. In the event any Services have been commenced prior to the execution of this Agreement, this Agreement shall be effective retroactively to the date the Services were commenced.

7.2 Upon termination of this Agreement, Spencer shall prepare a final invoice for all Services performed through the effective date of termination, and Client shall pay such invoice pursuant to the terms of Section 5 above. If such termination is at the request of Client or is at the request of Spencer because of Client's breach of this Agreement, Client shall reimburse Spencer for any reasonable costs Spencer incurs to effect the termination, which costs may include, without limitation, the cost of irretrievably committed resources, the cost of terminating subcontracts, the cost of documenting the Services performed to the extent deemed necessary by Spencer to protect its professional reputation and any costs otherwise necessary to preserve and protect the Services already in progress.

8. Warranty, Limitations of Liability and Indemnity.

8.1 Spencer warrants that the Services shall satisfy the standards of care, skill and diligence ordinarily provided by a professional in the performance of similar services as of the time Spencer performs the Services. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

8.2 Spencer's liability with respect to this Agreement or the performance of the Services shall not exceed the total amount paid by Client for Services under this Agreement, and Spencer shall not be liable for any incidental, consequential or special damages. This limitation of liability shall apply to any liability of Spencer (including without limitation, professional negligence, errors or omissions), alleged or proven, whether arising under contract, tort or any other legal or equitable theory.

8.3 The Services will be performed in a manner consistent with applicable laws and regulations, provided that nothing in this Agreement shall be construed as a warranty that DEQ or some other governmental or judicial authority will not require investigation, removal, remedial or other response action in addition to the Services.

8.4 No action relating to Services performed under this agreement may be brought by either party more than two years after the date such Services are performed, except that an action for nonpayment may be brought within two years of the date of the last payment.

8.5 Client shall defend, indemnify and hold harmless Spencer and its officers, directors, employees, subcontractors and agents against and from any and all causes of action, suits, demands, costs, claims, damages, losses, liabilities, obligations, fines and expenses (including but not limited to attorneys' fees, experts' fees and personnel expenses for Spencer's own personnel at trial and on any appeal or petition for review) (collectively "Claims"), directly or indirectly arising out of or resulting from injury, illness, death, property damage or governmental order relating to the Services and any hazardous or toxic substances, waste or material or any other pollutant or contaminant (including without limitation, petroleum oil and its fractions, natural gas or synthetic gas). To the fullest extent permitted by law, this subsection shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of Spencer, except Spencer's sole negligence or willful misconduct.

9. **Samples.** Any soil, water and other samples shall be collected by Spencer as agent for Client, and Client shall be deemed the sample collector under 40 CFR Section 261.4(d). Within 30 days following completion of the Services, samples will be returned to Client at Client's request. In the absence of such request, Spencer, in its sole discretion, may discard samples or return them to Client, all at Client's expense.

10. **Responsibility for Access and Information.** Client shall secure for Spencer the right of access to the property upon which or for which the Services are to be performed and shall provide Spencer with copies of all plans, environmental records and reports, and other information and documentation in its possession that may be relevant to the performance of the Services. Client assumes responsibility for any injury, illness or death or property damage that may be caused by any actual or alleged interference by Spencer with subterranean structures, utilities, tanks or conditions not accurately or adequately shown on plans provided by Client or otherwise not properly located by written notice to Spencer, unless such interference is caused by the sole negligence or willful misconduct of Spencer. Spencer shall not be responsible for repairing or restoring property damaged in the course of the Services, if such damage is not avoidable using reasonable precautions and work practices.

11. **Reports; Intellectual Property.** All designs, drawings, specifications, notes, data, reports, reproductions, any and all intellectual properties (including without limitation computer programs and copyrights) developed by Spencer in connection with the Services shall be Spencer's property. Spencer shall retain all final versions of any reports documenting the Services for a period of at least three years following completion of the Services, during which time such reports shall be made available to Client at all reasonable times. Spencer reserves the

to discard field notes, laboratory test sheets, calculation sheets and other working papers.

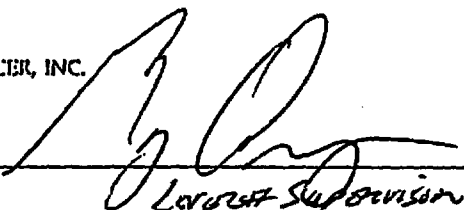
Spencer shall have the right to engage subcontractors (including those affiliated with or related to Spencer) to assist it in the performance of the Services. Spencer reserves the right to change at its discretion the personnel it assigns to the performance of the Services. 12.2 Provided the party claiming excuse from performance gives the other party written notice of such claim, the party claiming excuse shall not be considered in default in the performance of its obligations under this Agreement, except with respect to the obligations to make payments pursuant to Sections 2, 5 and 8, to the extent that the performance of any such obligation is prevented or delayed by acts of God or a public enemy, restraints of the government, strikes or any causes of any nature, whether similar or dissimilar to the causes listed, that could not with reasonable diligence be controlled or prevented by the party whose performance is prevented or delayed.

12.3 In making and performing this Agreement, the parties are independent contractors. Except with respect to conditions that are to be addressed by the Services, Client shall be responsible for providing a safe work area for the employees of Spencer and its subcontractors. As between Client and Spencer, Client shall be solely responsible for the safety of its own employees and the employees of its other contractors, except to the extent of hazards created by the gross negligence or willful misconduct of Spencer.

12.4 All notices under this Agreement shall be personally delivered or sent by first-class mail, postage prepaid, addressed to the other party at the address set forth above or as otherwise designated in writing to the other party. All notices shall be in writing. Notices shall be deemed given when received and shall be deemed received when personally delivered or 48 hours after they are postmarked, if sent by mail.

12.5 If in any judicial proceeding a court shall refuse to enforce any provision of this Agreement, any such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not been included.

SPENCER, INC.

By: 
Title: General Supervisor
Date: 4/16/93

12.6 This Agreement and any referenced attachments, exhibits or schedules (which are incorporated herein by this reference) are the entire agreement between the parties and supersede all prior and contemporaneous written or oral negotiations, agreements or understandings between them regarding the subject matter of this Agreement. This Agreement may be modified only in writing, signed by both parties, except as described in Section 6 above.

12.7 Waiver by either party of any breach of this Agreement shall not be construed as a waiver of any other breach.

12.8 If any suit or action is filed by any party to enforce or interpret a provision of this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorneys' fees in arbitration, at trial, on appeal and in connection with any petition for review or any administrative proceedings.

12.9 If Spencer or any of its employees are subpoenaed or otherwise compelled by law to testify or produce documents or any other materials in connection with the Services in any proceeding to which Spencer is not a party, Client agrees to compensate Spencer for its expenses and personnel time according to Spencer's then-current rates.

12.10 This Agreement is intended solely to govern the rights and obligations of Spencer and Client with respect to the Services and does not confer any rights or benefits on any third parties.


12.11 This Agreement shall be governed by and construed under the laws of the state of Oregon. With respect to any actions to enforce or interpret this Agreement, Client consents to jurisdiction in the courts of Oregon and the United States court for the District of Oregon and to service of process.

12.12 Section 8 and any other rights or obligations of the parties set forth in this Agreement which by their nature continue beyond the performance of the Services shall survive the termination of this Agreement.

12.13 This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Spencer and Client.

12.14 The signatories to this Agreement warrant and represent that they are authorized to execute this Agreement on behalf of Spencer and Client, respectively.

CLIENT:

By: 
Title: V.P.
Date: April 29, 1993

Bid Proposal is based on the following marked items:

- (x) Transferring of liquid petroleum product.
- (x) Liquid rinseate from tank washings for disposal.
- (x) All permits and applications.
- (x) Soil analysis. HCID x Waste Oil BTEX
- () Concrete pad over the tanks being inches or less in thickness.
- (x) No pads or girdles over the tanks(s).
- (x) Picture documentation.
- (x) Receipts from recyclers.
- (x) A finished report of decommissioning.
- (x) Notifying Fire Marshal and obtaining permit.
- (x) All undergrade electricity/gas lines are clearly marked by the client prior to our arriving on the site.
- () Overhead electrical lines (if any) are disconnected.
- (x) Bid is based on tank being empty or at low suction upon on-site arrival of Spencer Inc.
- (x) The product is a petroleum fraction and a non-hazardous material/waste.
- () Excavations are repaved with asphalt concrete.
- (x) Excavations are back-filled with sand.
- (x) Tanks do not contain any sludges.
- (x) Tank material is bare steel, i.e.; no protective coating.
- () Easy access for removal of tanks.
- () Tank material is fiberglass.
- (x) Client designates one representative to act as agent for this project. Said agent approves back-filling of excavation within one working day after verbal notification of laboratory results on product concentrations in the soil are received. A delay in this approval would result in a standby charge for heavy equipment.
- () Daily job logs will be filled out by Spencer Inc. Should the scope of work change after initiation, a change order will be developed. This would be approved by MARVIN.

BID ESTIMATE: ~~11,400.00~~

4100.00

- (X) *SPENCER WILL REMOVE SCRAP MATERIAL TO ACCESS TANKS FOR RENOVAR*
- (X) *SCRAP WILL REMAIN ONSITE STOCKPILED*

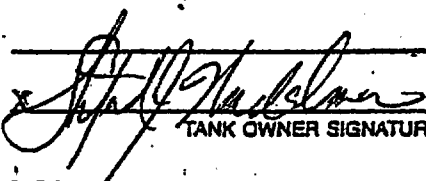
**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
UNDERGROUND STORAGE TANK
PERMIT APPLICATION**

TANK OWNER

PLEASE PRINT CLEARLY

NAME _____

ADDRESS _____

X 
TANK OWNER SIGNATURE

DATE _____

PHONE _____

PERMIT FEE ASSESSMENT

1988 COMPLIANCE FEE

_____ Tanks at \$25 each = \$ _____

1989 COMPLIANCE FEE

_____ Tanks at \$25ea. = \$ _____

1990 COMPLIANCE FEE

_____ Tanks at \$25ea. = \$ _____

1991 COMPLIANCE FEE

_____ TANKS AT \$25 ea = \$ _____

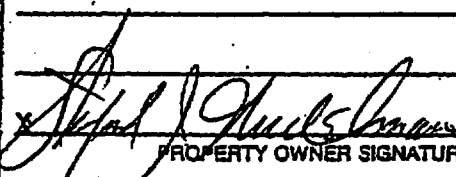
TOTAL DUE _____

PROPERTY OWNER

PLEASE PRINT CLEARLY

NAME _____

ADDRESS _____

X 
PROPERTY OWNER SIGNATURE

FACILITY

PLEASE PRINT CLEARLY

NAME _____

ADDRESS _____

PHONE _____

SIC Code _____

PERMITTEE

PLEASE PRINT CLEARLY

NAME _____

ADDRESS _____

X 
PERMITTEE SIGNATURE

PHONE _____

Each completed application must include
the signatures of the tank owner, the pro-
perty owner and the permittee.

All three signature lines must be signed.

Oregon Department of Environmental Quality
NOTICE OF UNDERGROUND STORAGE TANK PERMANENT DECOMMISSIONING/SERVICE CHANGE

FACILITY (Location of Tanks)

Name: _____

Address: _____

Phone: _____

DEQ Facility I.D. Number: _____

Work To Be Performed By: _____
 (Owner or Licensed Service Provider)

Phone: _____

TANK OWNER

Name: _____

Address: _____

Phone: _____

License # _____

Mobile Phone: _____

FORM MUST BE SUBMITTED BY UST OWNER OR OPERATOR 30 DAYS BEFORE START OF WORK

YOU MUST CONTACT YOUR LOCAL DEQ REGIONAL OFFICE 3-DAYS BEFORE STARTING ANY DECOMMISSIONING WORK. (Phone numbers are listed on reverse)

Will tank removal or potential cleanup affect adjacent property or Right-of-Way property? Yes ____ No ____

Date decommissioning is scheduled to begin: _____

Tank #	DEQ UST Permit	Tank Size in (Gallons)	Product: Gasoline, Diesel, Used Oil, Other?		Closure or Service Change?			Tank to be Replaced?	
			Present	New	Tank Removal	Closure [∞] Inplace	New [∞] Product	Yes*	No

* If decommissioned tank(s) are to be replaced by new underground storage tanks you must submit a new permit application containing information on the new tanks 30 days before placing them in service.

[∞] Submit a soil sampling plan to the DEQ regional office and receive plan approval prior to starting work if 1) tank is to be decommissioned in-place, 2) tank contents are changed to a non-regulated substance, or 3) tank contains a regulated substance other than petroleum.

Signature: *[Signature]* Date: 4-20-93
 (Owner or Operator)

Notification for Underground Storage Tanks

FORM APPROVED
OMB NO. 2050-0060
APPROVAL EXPIRES 9-30-91

Department of Environmental Quality
811 SW Sixth Ave. Portland 97204

In Oregon call Toll Free 1-800-452-4011

L.D. Number
STATE USE ONLY
Date Received

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

Who Must Notify? Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means —

(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances, and

(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;

6. storm water or waste water collection systems;

7. flow-through process tanks;

8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;

9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

Street Address

County

City

State

ZIP Code

Area Code

Phone Number

Type of Owner (Mark all that apply ☒)

☐ Current

☐ State or Local Gov't

☐ Private or Corporate

☐ Former

☐ Federal Gov't (GSA facility I.D. no. _____)

☐ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here ☐)

Facility Name or Company Site Identifier, as applicable

Street Address or State Road, as applicable

County

City (nearest)

State

ZIP Code

Indicate number of tanks at this location

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands ☐

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☐)

Job Title

Area Code

Phone Number

IV. TYPE OF NOTIFICATION

☐ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Signature

Date Signed

CONTINUE ON REVERSE SIDE

TO :
FROM : SPENCER

PHONE NO. : 52244133

MAY. 28. 1993 10:53AM P 1
PHONE NO. : 503 657 3395



Spencer, Inc.

Mailing address: 15770 Weaver Glen Drive Oregon City, Oregon 97045 (503) 655-0890

FAX COVER SHEET

SEND TO: DAVID BLOUNT

FAX: 224 4133

COMPANY: OPERA, LANDIE WOLF

FROM: GARY ROBERTS

DATE: 5/28/93

MESSAGE: PRELIMINARY TEST RESULTS FOR SPIN MACHINERY

& SON INC.

NUMBER OF PAGES TRANSMITTED (INCLUDING COVER SHEET) 4

CALL GARY AT (503) 655-0896 IF TRANSMISSION PROBLEM.

OUR FAX NO. (503) 657-3395.



Spencer Inc.
P.O. Box 5207
914 S. Molalla Ave.
Oregon City, OR 97045

Phone (503) 655-0896
Fax (503) 657-3395

CHAIN OF CUSTODY RECORD

CUSTOMER SPAN NUDEMAN
PROJECT MANAGER G.K.
COLLECTED BY GARY ROYFORTH

PROJECT NAME _____
PROJECT NUMBER 93-0507
P.O. NUMBER 1560

LAB PROJECT NUMBER 93-1501
5 DAY TURN AROUND ☐ YES ☐ NO
RUSH ☒ YES ☐ NO Fuels

COMMENTS

SAMPLES RECEIVED AT 4°C ☐ YES ☐ NO
SAMPLES IN APPROPRIATE CONTAINERS ☐ YES ☐ NO

PROVIDE VERBAL RESULTS ☐ YES ☒ NO
PROVIDE PRELIMINARY FAX RESULTS ☒ YES ☐ NO
PROVIDE FINAL FAX RESULTS ☐ YES ☒ NO

SPENCER SAMPLE ID.	DATE	TIME	SAMPLE DESCRIPTION	MATRIX			NUMBER OF CONTAINERS	Sample for Lab Analysis	Sample for Spencer	ANALYSES TO BE PERFORMED																REMARKS
				SOIL	WATER	OTHER				DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	DETERMINATION	
<u>1E1-S-11'</u>	<u>5/16/93</u>	<u>1:00pm</u>	<u>Soil</u>	<u>X</u>			<u>01</u>	<u>X</u>																		
<u>2E2-S-11'</u>	<u>5/16/93</u>	<u>1:00pm</u>	<u>Soil</u>	<u>X</u>			<u>01</u>	<u>X</u>																		
<u>3E3-S-10'</u>	<u>5/16/93</u>	<u>2:30pm</u>	<u>Soil</u>	<u>X</u>			<u>01</u>	<u>X</u>																		
<u>4E4-S-10'</u>	<u>5/16/93</u>	<u>3:30pm</u>	<u>Soil</u>	<u>X</u>			<u>01</u>	<u>X</u>																		

UNLOADED BY GARY ROYFORTH
UNLOADED BY GARY ROYFORTH
UNLOADED BY _____

COMPANY SPENCER INC.
COMPANY SPENCER INC.
COMPANY _____

DATE/TIME 5/16 5:10pm
DATE/TIME 5/16 4:40 AM
DATE/TIME _____

RECEIVED BY Ryder Strack
RECEIVED BY Wendy Reynolds
RECEIVED BY _____

COMPANY SPENCER INC.
COMPANY SPENCER INC.
COMPANY _____

FROM: PACIFIC ENVIRONMENT, LAB TO: 503 657 3395 1993.05.28 10:22AM 8548 P.02

TO: FROM: SPENCER PHONE NO.: 92244135 MAY.28.1993 10:54AM P.2 FIDUC NO.: 503 657 3395

TO :
FROM : SPENCER

PHONE NO. : 92244133

MAY. 28. 1993 10:54AM P 3
PHONE NO. : 583 657 3395

FROM : PACIFIC ENVIRONMENT. LAB TO

583 657 3395

1993.05-28

10:22AM #548 P.03

Page 1
REL # 93-1501

COMPANY: Spencer, Inc.

PROCEDURE: TPH-HClD (OREGON)
METHOD: TPH-HClD per Oregon DEQ

RESULTS IN mg/kg. (ppm)

Analyte	#1-S-11'	#2-S-11'	#3-S-10'	Det Lim
Gasel	ND	ND	ND	50
Gasoline	ND	ND	ND	20
Gas/Bunker	ND	ND	ND	--
Site Prepped	052693	052693	052693	
Site Analyzed	052793	052793	052793	
Recovery (%)				Control Limits
Chlorooctadecane	121	108	124	50-150

TO :
FROM : SPENCER

PHONE NO. : 92244133

MAY. 28. 1993 10:54AM P 4
PHONE NO. : 583 657 3395

FROM PACIFIC ENVIRONMENT. LAB TO

583 657 3395

1993.05-28

10:23AM 8648 P.04

Page 2
REL # 83-1501

Analyte	#4-S-10'	Det lim
Diesel	ND	50
Gasoline	ND	20
Heavy/Bunker	ND	--
Site Prepped	052003	
Site Analyzed	052703	

Surrogate Recovery (%)	Control limits
Chlorobutyldecane	112 50-150

Analyte	Method Blank	Det lim
Diesel	ND	50
Gasoline	ND	20
Heavy/Bunker	ND	--



Spencer, Inc.

7638-02
B3

Mailing Address: 914 S. Molalla Ave., Suite 202 Oregon City, OR 97045 (503) 655-0896

DECOMMISSIONING ACTIVITIES REPORT

STAN NUDELMAN & SON INC.

2707 NW NELA STREET

PORTLAND, OR 97210

PREPARED BY:

GARY RENFORTH

SPENCER, INC.

OREGON CITY, OR 97045

JULY 6, 1993

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DECOMMISSION REPORT SECTION 1

PERMITS & APPLICATIONS SECTION 2

CHAIN OF CUSTODY & LAB ANALYSIS SECTION 3

RECYCLING RECEIPTS SECTION 4

SITE DIAGRAM SECTION 5

PICTURE DOCUMENTATION SECTION 6

INTRODUCTION:

On April 20, 1993, Spencer, Inc. was contracted by Stan Nudelman & Son Inc. to perform decommissioning activities on two (2) underground storage tanks located at 2707 NW Nela Street, Portland, Oregon. The tanks were decommissioned by removal per EPA (Environmental Protection Agency) and DEQ (Department of Environmental Quality) guidelines. The two tanks consisted of one (1) 1,000 gallon gasoline, and one (1) 1,500 diesel tank.

PROJECT PROCEDURE:

On April 23, 1993, Spencer, Inc. submitted the underground storage tanks permanent decommissioning and tank permit applications, with the associated fees, to the Department of Environmental Quality 30 days prior to work commencing. (See attached applications and receipt of payment as contained in Section 2 of this report). On May 19, 1993, Spencer, Inc. contacted Mike Zollitsch of the DEQ 3 days prior to work commencing. He then issued notification number 26-3D-93-015. On May 20, 1993, Spencer, Inc. obtained a fire marshal's permit from the City of Portland Fire Bureau. Prior to any on site work beginning, the fire marshal's permit was located in a visible place for inspection. (See attached permit as contained in Section 2 of this report). On May 24, 1993, Spencer, Inc. arrived on site to pump, wash, inert, and remove both tanks from their cradle. The two tanks were designated by Spencer, Inc. as "Number 1-G," for the gasoline tank and "Number 1-D," for the diesel tank.

Project Procedure, continued

The first phase was to pump and wash the tanks using a cold water pressure washer and vacuum truck. The liquid product and liquid rinsate from the tank washings was sent to Spencer Environmental Services, Inc., for recycling. (See attached receipt as contained in Section 4 of this report). Next we placed 100 pounds of crushed CO₂ (Carbon Dioxide) into the tanks to eliminate an explosive atmosphere. This was verified by an oxygen/explosimeter Gastech instrument that indicated the L.E.L. (Lower Explosion Limit) was less than 10 percent. We then excavated tank number 1-D and then tank number 1-G from their cradle. (See site map as contained in Section 5 of this report). Upon removal of the tanks there were no apparent signs of a release and groundwater was not encountered. Once the tanks were completely removed, soil samples were drawn from the bottom, east and west side of tank number 1-D at a depth of 11 feet and from the bottom east and west sides of tank number 1-G at a depth of 10 feet. (See site map for sample locations and depths as contained in Section 5 of this report).

All soil samples drawn from below the tanks were marked for identification and placed on ice inside a cooler with a completed chain of custody. The soil samples were then transported to Pacific Environmental Laboratory for analytical evaluation of TPH-HCID (Total Petroleum Hydrocarbon Identification). The analytical test results confirmed that no petroleum was detected around the tanks. (See attached analysis PEL #93-1501 as contained in Section 3 of this report).

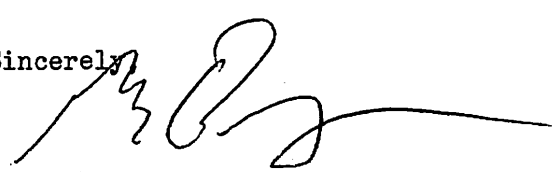
TANK DISPOSAL:

On May 24, 1993, tank numbers 1-D and 1-G were excavated from their cradles and blocked to prevent movement. Next, a section from one end of each tank was removed to render the tanks non usable. The tanks were accepted by Stan Nudelman for scrap. (See attached receipt as contained in Section 4 of this report).

CLOSURE SUMMARY:


The analytical test confirmed a non detectable level for the soils below the tanks, therefore per DEQ guidelines no further action is required. The excavation was backfilled with sand and compacted to 95 percent. This concludes our account of activities that took place to complete the decommissioning process. We appreciate the opportunity to respond to your needs. If you have any questions regarding this report or anything that took place during the project, please give me a call.

Sincerely,



Gary Renforth
Level II Supervisor

Reviewed by:



Mike Gibson, CHMM
General Operation Manager

GR:lk

City of Portland
FIRE PREVENTION DIVISION
55 S.W. Ash Street
Portland, OR 97204 Phone: 248-0203

PERMIT NUMBER **930681**

FEE AMOUNT **\$139.30**

CODE **19D(D)**

Subject to the compliance with the ordinances of the City of Portland, permission is hereby granted for the installation of:

☐ NEW INSTALLATION ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☒ REMOVE
☒ LIQUIDS/TANKS ☐ L.P.G. ☐ COMPRESSED GASES ☐ DRY CLEANING PLANTS ☐ PAINT SPRAY BOOTHS

Located at **2707 NW NELA ST -- NUDELMAN & SON**

Contractor **SPENCER, INC.**

Permit Issued **05/20** 19 **93**

Fire Marshal

By **MIKE BELL**

INSPECTION RECORD:

DATE	INSPECTOR	OTHER
------	-----------	-------

APPROVE TANK/CYLINDER LOCATION

APPROVE PIPING AND VALVES

PRESSURE TEST WITNESSED

OK TO COVER

FINAL APPROVAL

DATE INSPECTOR

NOTE: Keep card conspicuously posted on premises until job is completed and final inspection made.
Request for final must be made within 14 days after completion of work.

Permit valid for 180 days only

Date **05/20** 19 **93**

Cash

Check **2823**

T2000

Received of **SPENCER INC.**

The sum of **ONE HUNDRED THIRTY-NINE & 30/100 DOLLARS*****

\$ 139.30

300.151 Rev. 4-89

By *Thompson P. Gots*

Oregon Department of Environmental Quality
NOTICE OF UNDERGROUND STORAGE TANK PERMANENT DECOMMISSIONING/SERVICE CHANGE

FACILITY (Location of Tanks)

Name: S.J. NUDERMAN & SON INC.

Address: 2707 NW. NELA STREET

PORTLAND, OR 97210

Phone: (503) 226-4051

DEQ Facility I.D. Number: _____

Work To Be Performed By: SPONKER INC.

(Owner or Licensed Service Provider)

Phone: (503) 655-0896

TANK OWNER

Name: (SAME)

Address: _____

Phone: _____

License # 10093

Mobile Phone: _____

FORM MUST BE SUBMITTED BY UST OWNER OR OPERATOR 30 DAYS BEFORE START OF WORK

YOU MUST CONTACT YOUR LOCAL DEQ REGIONAL OFFICE 3-DAYS BEFORE STARTING ANY DECOMMISSIONING WORK. (Phone numbers are listed on reverse)

Will tank removal or potential cleanup affect adjacent property or Right-of-Way property? Yes _____ No X

Date decommissioning is scheduled to begin: 5-22-93

Tank #	DEQ UST Permit	Tank Size in (Gallons)	Product: Gasoline, Diesel, Used Oil, Other?		Closure or Service Change?			Tank to be Replaced?	
			Present	New	Tank Removal	Closure [∞] Inplace	New [∞] Product	Yes*	No
1-G		1,000	GASOLINE		X				X
1-D		1,500	DIESEL		X				X

* If decommissioned tank(s) are to be replaced by new underground storage tanks you must submit a new permit application containing information on the new tanks 30 days before placing them in service.

[∞] Submit a soil sampling plan to the DEQ regional office and receive plan approval prior to starting work if 1) tank is to be decommissioned in-place, 2) tank contents are changed to a non-regulated substance, or 3) tank contains a regulated substance other than petroleum.

Signature: [Signature] Date: 4-20-93
 (Owner or Operator)

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY

No 56845

Issuing Office

Business Office

Date

4-23-93

Received From

ST Nuckelman & Son (Spencer, Inc)

Address

Zip

Description of Permit Requested

1.

SHANKS 6 years

2.

3.

Fees Received

Subsurface Sewage Fee

Subsurface Variance

Other

Total

\$300.00

Received: Cash Amt.

Check

\$300.00

#2433

Issued By

Connie E. Webb

Oregon Department of Environmental Quality
UNDERGROUND STORAGE TANK DECOMMISSIONING/SERVICE CHANGE REPORT

DEQ FACILITY NUMBER: _____

DATE: 5/24/93

FACILITY NAME: SPM NUDEMAN

FACILITY ADDRESS: 2767 N.W. 10th St

Portland, OR

PHONE: 226-4051

The following information **MUST** be submitted by the underground storage tank owner, operator or licensed DEQ Supervisor within 30 days following completion of the tank decommissioning or changing tank contents to a non-regulated substance. (OAR 340-150-001 through -150)

The attached supplemental checklist should be prepared by the person performing the decommissioning. The checklist should be provided to DEQ and the tank owner to demonstrate that all required practices were followed.

Ordinarily the checklist is filled out by the DEQ licensed Service Provider or Supervisor. Owners who wish to personally decommission a tank must follow all DEQ and other applicable standards. The owner should contact the DEQ Regional Office prior to starting the decommissioning to receive current copies of underground storage tank regulations.

A. DATES:

Decommissioning/Service Change Notice - Date Submitted: 4/26/93 (30 days before work starts)

Work Start Telephone Notice - Date Submitted: 5/19/93 (3 working days before work starts)

DEQ Person Notified: MIKE ZELLITSCHE

Date Work Started: 5/24/93

Date Work Completed: 5/24/93

Note: Provide the following information if any soil or water contamination is found during the decommissioning. Contamination must be reported by the UST owner or operator within 24 hours. The licensed service provider must report contamination within 72 hours after discovery unless previously reported.

Date Contamination Reported: N/A By: N/A

DEQ Person Notified: N/A

Backfill Telephone Notice - Date Called: N/A (before backfilling)

DEQ Person Notified: N/A

B. PERMITS:

Note: DEQ permits or an addendum to the UST permit(s) may be needed where soil or water cleanup is required.

DEQ Water Discharge Permit #: N/A Date: N/A

Disposed to (Location): ↓

DEQ Solid Waste Disposal Permit #: ↓ Date: ↓

B. PERMITS (Continued)

UST Soil Treatment Permit Addendum - Type: _____ Date: _____

Soil Disposal or Treatment Location: _____

C. TANK INFORMATION:

Tank #	DEQ UST Permit	Tank Size in (Gallons)	Product: Gasoline, Diesel, Used Oil, Other?		Closure or Service Change?			Tank to be Replaced?	
			Present	New	Tank Removal	Closure [∞] Inplace	New [∞] Product	Yes*	No
1-G		1000	GAS		X				X
1-D		1500	DIESEL		X				X

* Where decommissioned tank(s) are replaced by new underground storage tanks the UST owner or operator must submit a new permit application containing information on the new tanks 30 days before placing them in service.

∞ Submit a soil sampling plan to the DEQ regional office and receive plan approval prior to starting work if 1) tank is to be decommissioned in-place, 2) tank contents are changed to a non-regulated substance, or 3) tank contains a regulated substance other than petroleum.

D. DISPOSAL INFORMATION:

Tank #	Tank & Piping Disposal Method				Disposal Location of Tank Contents *	
	Scrap	Land-fill	Other	Identify Location & Property Owner	Liquids	Sludges
1-G	X			STAN NUDENMAN 2207 N.W. NORA ST	SPONCH BURNING	N/A
1-D	X			11 11	11 11	N/A

* Note: The tank contents, the tank and the piping may be subject to the requirements of Hazardous Waste regulations. If you have questions, contact the DEQ Hazardous Waste Section at (503) 229-5913 or DEQ regional office hazardous waste staff.

E. CONTAMINATION INFORMATION:

Tank #	Ground* water in pit?	Product odor in soil?	Product stains in soil?	Number of Samples	Laboratory (Name, City, State, Phone)
1G				2	AL. DEWITT, AL 644-0600
1-D				2	" " " " "

* Note: Sampling is required if groundwater is encountered. See cleanup rules.

F. SITE SKETCH:

(Show location of adjacent roads, property lines, structures, dispenser, & all USTs) (Show North, general direction of ground slope and soil sample locations. Sketch does not need to be drawn to scale. You may attach a separate drawing.)

G. WORK PERFORMED BY:

DEQ Service Provider's License #: 10093 Construction Contractors License #: _____
Name: SPONOR, Inc
Telephone: 653-0896
DEQ Decommissioning Supervisor's License #: 10258
Name: GARY KONFORT
Telephone: 653-0896
DEQ Soil Matrix Service Provider's License #: N/A (If applicable)
Name: _____
Telephone: _____
DEQ Soil Matrix Supervisor's License #: _____ (If applicable)
Name: _____
Telephone: _____

H. ATTACHMENTS TO THIS REPORT:

1. Attach a copy of the laboratory report showing the results of all tests on all soil and water samples. The laboratory report must identify sample collection methods, sample location, sample depth, sample type (soil or water), type of sample container, sample temperature during transportation, types of tests, and copies of analytical laboratory reports, including QA/QL information. Include laboratory name, address and copies of chain-of-custody forms.
2. If contamination is detected and a Level 2 or Level 3 soil matrix cleanup standard is selected attach a copy of the soil matrix analysis for the site including methods of determining soil type, depth to groundwater, and sensitivity of uppermost aquifer.

I. REPORT FILING:

This report, signed by the tank owner or operator, complete with all applicable attachments must be filed with DEQ headquarters within 30 days after the excavation is backfilled or change-in-service is complete. Contact the DEQ regional office prior to filing this report where special circumstances exist at the site (such as water in pit, remaining pockets or contamination, etc.).

NOTE: If contamination was found during site assessment at decommissioning or change-in-service and reported to DEQ regional office, this report may be submitted with either the first interim cleanup report or the final cleanup report, whichever is first.

Return Completed Form to: Department of Environmental Quality
UST Program - Decommissioning Report
811 S.W. Sixth Ave.
Portland, Oregon 97204

I have personally reviewed this report and the attachments and find them to be true and complete.

Signature: _____

(Owner or Operator)

Date: 5-14-93

For information: (503) 229-5733 or Toll Free in Oregon 1-800-452-4011

July 1, 1991
Oregon DEQ

UST Decommissioning/Change-in-Service Report

Page 4 of 4

Oregon Department of Environmental Quality
UNDERGROUND STORAGE TANK DECOMMISSIONING CHECKLIST

DEQ FACILITY NUMBER: _____ DATE: 5/24/93
 FACILITY NAME: STAN NUDELMAN
 FACILITY ADDRESS: 2707 NW NEBA ST.
PORTLAND, OR 97210
 PHONE: 266-4051

A. SAFETY EQUIPMENT ON JOB SITE:

Fire Extinguisher: Type/Size: ABC
 Combustible Gas Detector: Model: GASTECH
 Oxygen Analyzer: Model: GASTECH

Recharge Date: 8/1/93
 Calibration Date: 5/24/93
 Calibration Date: 5/24/93

B. DECOMMISSIONING: All Tanks: (Unk. = Unknown, N/A = Not Applicable)
 (Check Appropriate Box)

1. All electrical equipment grounded and explosion proof?
2. Safety equipment on job site?
3. Overhead electrical lines located?
4. Subsurface electrical lines off or disconnected?
5. Natural gas lines off or disconnected?
6. No open fires or smoking material in area?
7. Vehicle and pedestrian traffic controlled?
8. Excavation material area cleared?
9. Rainwater runoff directed to treatment area?
10. Drained and collected product from lines?
11. Removed product and residual from tank?
12. Cleaned tank?
13. Excavated to top of tank?
14. Removed tank fixtures? (pumps, leak detection equip.
15. Removed product, fill and vent lines?

Yes	No	Unk	N/A
✓			
✓			
✓			
✓			
✓			
✓			
✓			
			✓
✓			
✓			
✓			
✓			
✓			
✓			

C. TANK ABANDONMENT IN-PLACE:

16. Sampling plan approved by DEQ?
 Date: _____ DEQ Staff: _____

			✓
--	--	--	---

B. DECOMMISSIONING: All Tanks: (Unk. = Unknown, N/A = Not Applicable)
(Check Appropriate Box)

17. Contamination concerns fully resolved?

18. Fill Material? Type: Sand

Yes	No	Unk	N/A
			✓
✓			

D. TANK REMOVAL:

19. Tank placement area cleared, chocks placed?

20. Purged or ventilated tank to prevent explosion?

Method used: Co₂ Meter reading: 8.6

21. No chains or steel cables wrapped around tank for removal?

22. Tank removed, set on ground, blocked to prevent movement?

23. Tank set on truck and secured with strap(s)?

24. Tank labeled before leaving site?

✓			
✓			
✓			
✓			
			✓
			✓

E. SITE ASSESSMENT:

25. Site assessed for contamination? See OAR 340-122-340

26. Soil samples taken and analyzed?

27. Decommissioning/Change-in-Service report sent to DEQ?

28. Was contamination found? Date/Time: N/A

29. Was contamination reported to DEQ? By: MA
Date/Time: N/A DEQ Staff: N/A

30. Was hazardous waste determination made for tank contents (Liquids/sludges)?

✓			
✓			
✓			
			✓
			✓
✓			

31. Disposal location of tank(s) contents.

Name: SPENCER ENVIRONMENTAL Date: 5/24/93

Address: _____

Attach disposal receipt.

32. Disposal or recycling location of removed tank(s) and associated piping.

Name: STAN NUDERMAN Date: 5/24/93

Address: 2707 NW. NORA ST
ROCKFORD, IL

Attach disposal receipt.

33. If tank(s) are intended to be reused, identify new tank site.

Name: N/A Date: N/A

Address: ✓

Purpose of Reuse: _____

F. WORK PERFORMED BY:

DEQ Service Provider's License #: 10093
Name: SPOLVER, Ed
Telephone: 655-0896

DEQ Decommissioning Supervisor's License #: 10258
Name: GARY ROBERTSON
Telephone: 655-0896

E. CHECKLIST FILING:

1. Provide copy of checklist to the UST owner and operator.
2. Send completed checklist to the DEQ headquarters within 30 days after the excavation is backfilled.

NOTE: If contamination was found during decommissioning and reported to DEQ regional office, this report may be submitted with either the first interim cleanup report or the final cleanup report, whichever is first.

Send Completed Form to: Department of Environmental Quality
UST Program - Decommissioning Checklist
811 S.W. Sixth Ave.
Portland, Oregon 97204

I have personally reviewed this decommissioning checklist and find it to be true and complete.	
Signature: <u>[Signature]</u> (Licensed Supervisor)	Date: <u>5/24/93</u>
Signature: <u>[Signature]</u> (Owner or Operator)	Date: <u>5-24-93</u>

or information: (503) 229-5559 or Toll Free in Oregon 1-800-452-4011

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
UNDERGROUND STORAGE TANK
PERMIT APPLICATION

PERMIT FEE ASSESSMENT

TANK OWNER
PLEASE PRINT CLEARLY

NAME S.T. NUDELMAN & SON INC.

ADDRESS 2707 N.W. NECA ST
PORTLAND, OR 97210

[Signature]
TANK OWNER SIGNATURE

DATE 4/20/93

PHONE 226-4051

1988 COMPLIANCE FEE
02 Tanks at \$25 each = \$ 50.00

1989 COMPLIANCE FEE
02 Tanks at \$25ea. = \$ 50.00

1990 COMPLIANCE FEE
02 Tanks at \$25ea. = \$ 50.00

1991 COMPLIANCE FEE
02 TANKS AT \$25 ea = \$ 50.00

1992 & 1993 — 100.00

TOTAL DUE \$300.00

PROPERTY OWNER
PLEASE PRINT CLEARLY

NAME S.T. NUDELMAN & SON INC.

ADDRESS 2707 N.W. NECA ST
PORTLAND, OR 97210

[Signature]
PROPERTY OWNER SIGNATURE

FACILITY
PLEASE PRINT CLEARLY

NAME S.T. NUDELMAN & SON INC.

ADDRESS 2707 N.W. NECA ST
PORTLAND, OR 97210

PHONE 226-4051

SIC Code 5093

PERMITTEE
PLEASE PRINT CLEARLY

NAME S.T. NUDELMAN & SON INC.

ADDRESS 2707 N.W. NECA ST
PORTLAND, OR 97210

[Signature]
PERMITTEE SIGNATURE

PHONE _____

Each completed application must include the signatures of the tank owner, the property owner and the permittee.

All three signature lines must be signed.

OREGON UST SURVEY

INSTRUCTIONS

Please fill in form to the best of your knowledge. If you do not know or cannot estimate an item requested, please mark "Unknown."

Facility Name:

Tank Identification No. (e.g. ABC-123) or Arbitrarily Assigned Sequential Number (e.g. 1,2,3...)	TANK NO.	TANK NO.	TANK NO.	TANK NO.
	1-G	1-D		
1. Status of Tank (check one ONLY if applicable)				
If temporarily out of use, Estimated time out of use:				
1 month-6 months	()	()	()	()
6 months-1 year	()	()	()	()
1 year-5 years	()	()	()	()
5 years or more	(X)	(X)	()	()
Estimated date tank is to be brought back into use (mo/yr)	()	()	()	()
2. Was tank new at time of installation? (Y/N)	(Y)	(Y)	()	()
3. Containment Systems (check one)				
Single-walled tank	()	()	()	()
Double-walled tank	()	()	()	()
Pit-lining system	()	()	()	()
Unknown	(X)	(X)	()	()
4. Leak Detection System (check all that apply)				
Visual	()	()	()	()
Stock Inventory	()	()	()	()
Tile drain	()	()	()	()
Vapor wells	()	()	()	()
Sensor instrument (specify type):				
In-ground detector	()	()	()	()
Within walls of double-walled tank	()	()	()	()
Ground water monitoring wells	()	()	()	()
Continuous in piping	()	()	()	()
Pressure test	()	()	()	()
Internal inspection	()	()	()	()
Other, specify				
None	()	()	()	()
Unknown	(X)	(X)	()	()
5. Overflow Protection (Yes/No)	()	()	()	()
6. Location of Piping (check all that apply)				
No parts in contact with soil	()	()	()	()
Parts contacting the soil which are:				
Unprotected metal	()	()	()	()
Made of corrosion resistant materials	()	()	()	()
Corrosion-resisted coated	()	()	()	()
Cathodically protected	()	()	()	()
Double-walled	()	()	()	()
Within a secondary containment	()	()	()	()
Interior lined	()	()	()	()
Unknown	(X)	(X)	()	()
7. History of Tank Repairs (check one except as indicated)				
If tank repaired, Indicate date of last repairs (mo/yr)				
None	()	()	()	()
Unknown	(X)	(X)	()	()
8. History of Pipe Repairs (check one except as indicated)				
If pipe repaired, indicate date (mo/yr)				
None	()	()	()	()
Unknown	(X)	(X)	()	()
9. Tank Removed from the Ground (mark only if applicable — tank removed since May 1, 1988)				
Indicate date (mo/yr)	N/A	N/A		
	()	()	()	()

THANK YOU FOR YOUR ASSISTANCE

Notification for Underground Storage Tanks

FORM APPROVED
OMB NO. 2050-0068
APPROVAL EXPIRES 9-30-91

Department of Environmental Quality
811 SW Slam Ave. Portland 97204

In Oregon call Toll Free 1-800-452-4011

I.D. Number

STATE USE ONLY

Date Received

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

Who Must Notify? Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—

(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances, and

(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of regulated substances, and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;

6. storm water or waste water collection systems;

7. flow-through process tanks;

8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;

9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each action containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

S.J. NUDAMAN & SON, INC.

Street Address

2707 N.W. NEA ST.

County

PORTLAND, OR

97210

City

(563) 226-4051

ZIP Code

Area Code

Phone Number

Type of Owner (Mark all that apply ☒)

☒ Current

☐ State or Local Gov't

☐ Private or Corporate

☐ Former

☐ Federal Gov't (GSA facility I.D. no. _____)

☐ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here ☒)

Facility Name or Company Site Identifier, as applicable

Street Address or State Road, as applicable

County

City (nearest)

State

ZIP Code

Indicate number of tanks at this location

02

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands ☐

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☒)

Job Title

Area Code

Phone Number

IV. TYPE OF NOTIFICATION

☐ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Signature

Date Signed

4.20.83

CONTINUE ON REVERSE SIDE

VI. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location.)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3...)	Tank No. 1-6	Tank No. 1-10	Tank No.	Tank No.	Tank No.
1. Status of Tank (Mark all that apply <input type="checkbox"/>) Currently in Use Temporarily Out of Use Permanently Out of Use Brought into Use after 5/8/86	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Estimated Age (Years)					
3. Estimated Total Capacity (Gallons)					
4. Material of Construction (Mark one <input type="checkbox"/>) Steel Concrete Fiberglass Reinforced Plastic Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Internal Protection (Mark all that apply <input type="checkbox"/>) Cathodic Protection Interior Lining (e.g., epoxy resins) None Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. External Protection (Mark all that apply <input type="checkbox"/>) Cathodic Protection Painted (e.g., asphaltic) Fiberglass Reinforced Plastic Coated None Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Piping (Mark all that apply <input type="checkbox"/>) Bare Steel Galvanized Steel Fiberglass Reinforced Plastic Cathodically Protected Unknown Other, Please Specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Substance Currently or Last Stored in Greatest Quantity by Volume (Mark all that apply <input type="checkbox"/>) a. Empty b. Petroleum Diesel Kerosene Gasoline (including alcohol blends) Used Oil Other, Please Specify _____ c. Hazardous Substance Please Indicate Name of Principal CERCLA Substance OR Chemical Abstract Service (CAS) No. Mark box <input type="checkbox"/> if tank stores a mixture of substances d. Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Additional Information (for tanks permanently taken out of service) a. Estimated date last used (mo/yr) b. Estimated quantity of substance remaining (gal.) c. Mark box <input type="checkbox"/> if tank was filled with inert material (e.g., sand, concrete)	1165 100 <input type="checkbox"/>	1165 160 <input type="checkbox"/>	1 <input type="checkbox"/>	1 <input type="checkbox"/>	1 <input type="checkbox"/>



May 28, 1993

Spencer, Inc.
914 S. Molalla Avenue
Suite 204
Oregon City, OR 97045

Attn: Gary Renforth

Re: JOB #93-0507
P.O. #1560
PROJECT - STAN NUDELMAN
PEL #93-1501

Enclosed is the lab report for your samples which were received on May 26, 1993.

I. Sample Description

Four Soil Samples

The samples were received under a chain of custody.

The samples were received in containers consistent with EPA protocol.

II. Quality Control

No project specific QC was requested. In-house QC data is available upon request.

III. Analytical Results

Test methods may include minor modifications of published methods such as detection limits or parameter lists. Solid and waste samples are reported on an "as received" basis unless otherwise noted.

Compounds not detected are listed under results as ND.

Sincerely,

Howard Holmes
Project Manager

Rob May
Project Manager



METHOD: TPH-HCID per Oregon DEQ
Results in mg/kg (ppm)

<u>Analyte</u>	<u>#1-S-11'</u>	<u>#2-S-11'</u>	<u>#3-S-10'</u>	<u>Detection Limit</u>
Diesel	ND	ND	ND	50
Gasoline	ND	ND	ND	20
Heavy/Bunker	ND	ND	ND	--

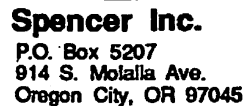
Date Prepped:	05/26/93	05/26/93	05/26/93
Date Analyzed:	05/27/93	05/27/93	05/27/93

<u>Surrogate Recovery (%)</u>				<u>Control Limit</u>
1-Chlorooctadecane	121	108	124	50-150

<u>Analyte</u>	<u>#4-S-10'</u>	<u>Detection Limit</u>
Diesel	ND	50
Gasoline	ND	20
Heavy/Bunker	ND	--

Date Prepped:	05/26/93
Date Analyzed:	05/27/93

<u>Analyte</u>	<u>Method Blank</u>	<u>Detection Limit</u>
Diesel	ND	50
Gasoline	ND	20
Heavy/Bunker	ND	--



Phone (503) 655-0896
Fax (503) 657-3395

CUSTOMER John Nuderman
PROJECT MANAGER G.R.
COLLECTED BY GARY ROBERTS

PROJECT NAME _____
PROJECT NUMBER 93-0507
P.O. NUMBER 1560

LAB PROJECT NUMBER 93-1501
5 DAY
TURN AROUND ☐ YES ☐ NO
RUSH ☒ YES ☐ NO *Free*

SAMPLES RECEIVED AT 4°C ☐ YES ☐ NO

SAMPLES IN APPROPRIATE CONTAINERS ☐ YES ☐ NO

PROVIDE VERBAL RESULTS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROVIDE PRELIMINARY FAX RESULTS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
PROVIDE FINAL FAX RESULTS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

RELINQUISHED BY <i>GARY KORNHORN</i>	COMPANY <i>SPENCER INC</i>	DATE/TIME <i>5/25 5:10 pm</i>	RECEIVED BY <i>Lynn Strand</i>	COMPANY <i>Pel</i>
RELINQUISHED BY <i>Lynn Strand</i>	COMPANY <i>Pel</i>	DATE/TIME <i>5/26 - 7:40 AM</i>	RECEIVED BY <i>Julie Reynolds</i>	COMPANY <i>PEZ</i> <i>5-26-95</i> <i>10800</i>
RELINQUISHED BY	COMPANY	DATE/TIME	RECEIVED BY	COMPANY

1380

(503) 655-0896
EPA ID#ORD-980-836-415

JOB PHONE	DATE OF ORDER
226-4051	5-24-93
JOB NAME/LOCATION	
S. J. Madelbaum & Son	
2707 N. W. 7th St	

TO Francis Love

15770 S. Beaver Glen Dr.

Oregon City, OR 97045

TERMS: 1 1/2% 10 Days _____ Billing Date
Net 30 Days

PHONE

ORDER TAKEN BY

DESCRIPTION				AMOUNT	
Trigall rinsed 2 underground storage tanks					
113 gals. liquid					
<p>Signature certifies that to the best of my knowledge this product has not been mixed with hazardous waste.</p> <p>A FINANCIAL CHARGE of 1 1/2% per month may be applied to any Past Due amount. Past Due Accounts may be placed on C.O.D. without notification. If outside collection action is necessary, purchaser shall pay all costs of collection including reasonable attorney's fees.</p>					
LABOR	HOURS	RATE	AMOUNT		TOTAL MATERIAL
\$20 Mike H.					TOTAL LABOR
WORK ORDERED BY		DATE COMPLETED	TOTAL LABOR	TAX	
Thank You			PAY THIS AMOUNT →		

Thank You

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)

S. J. Nudelman & Son Inc.

Nº 5158

— SCRAP IRON AND METALS —

2707 N. W. NELA STREET • PORTLAND, OREGON 97210
226-4051

5-24-

19 93

PURCHASED FROM

SPENCER INC.

ADDRESS

OREGON CITY, OREGON

ITEM	WEIGHT	PRICE	TOTAL
2- 1411C OIL TANKS			
1- 1500 GAL DIESEL			
1- 1000 GAL GASOLINE			
RE COMMISSIONED			
FOR			
ACCEPTED FOR SCRAP			
METAL MATERIAL			

PAID BY CASH ☐

PAID BY CHECK ☐

NO.

DATE: 5-24-93

RECEIVED PAYMENT

[Signature]

SCRAP YARD

STAN NUDERMAN & SON
SITE MAP
2707 N.W. NELA ST.

BLDG.
D

BLDG.
C.

S

ACCESS RD. TO BUSINESS

FENCE LINE

2707 N.W.
NELA ST.

NEPT
SCALE

ACCESS RD. TO SCRAP YARD

BLDG. B

N.W. YCON

1,000 GAL
GASOLINE

1,500 GAL
DIESEL

#4-S-10'

#3-S-10'

#2-S-11'

#1-S-11'

102'

R&R





